

US EPA RECORDS CENTER REGION 5



471624



THE NORTHERN OHIO LUMBER & TIMBER CO.

www.northernohiolumber.com

e-mail address: northernohiolumber@msn.com

PHONE: 216-771-4080

FAX: 216-771-4793

5/25/03

Dear Gwen

I believe the attached is what you and Sheila asked for.

If it requires additional info or added verbiage, please suggest same and we will add/amend the recorded document.

Sincerely,

Charly Bruck

cc Sheila @ OHIO

USG, Gold Bond, G.P., Dietrich  
Plyform - Plywood - Fire Retardant & Rot Treated Lumber & Plywood  
Boards & Dimension - 2" x 10" Scaffold Planks  
Acoustical Supplies, Drywall, Metal Studs, Insulation

Susan,

6/3/02

Here is the information for MMI easement for your review and approval to satisfy the AOC requirement. See Section V(8) Institutional Controls. If you have any questions do not hesitate to ask.

Thanks Gwen

CC EPA  
FED  
5/21/03

CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY  
DEQC 04/18/2002 12:01:41 PM  
**200204181391**

**OFFICIAL QUITCLAIM DEED**

1. On March 30, 2001, the Council of the City of Cleveland passed Ordinance No. 445-01, attached hereto as Exhibit "A" and incorporated herein by reference, authorizing the Commissioner of Purchases and Supplies to sell certain City-owned real property.

2. On April 25, 2001, the Board of Control of the City of Cleveland adopted Resolution No. 281-01, attached hereto as Exhibit "B" and incorporated herein by reference, authorizing the Commissioner of Purchases and Supplies to proceed with said sale to the Grantee named below upon payment of the consideration stated below.

**NOW THEREFORE**, the CITY OF CLEVELAND, a municipal corporation in the State of Ohio (the "City" or "Grantor"), for the consideration on **ONE DOLLAR** (\$1.00) and other valuable consideration, and in consideration of the express conditions and right of re-entry hereinafter stated, notwithstanding the fact that valuable consideration has been paid, grants and quitclaims to BREDT-ZANICK, LLC, its successors and assigns (the "Grantee") whose tax mailing address is 7300 Brecksville Road, Independence, Cleveland, Ohio 44131, the real property described in Exhibit "C" attached hereto and incorporated herein by reference (the "Property").

This conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition subsequent that Grantee shall perform and complete, within thirty-six (36) months from the date of execution of this Deed by the Mayor, the following obligations:

- (1) Grantee shall renovate the interior of the existing building on the Property (which measures approximately 6,400 square feet) by installing new mechanical (HVAC), electrical and plumbing systems; installing new drywall, carpeting, interior lighting and fixtures; establishing new administrative offices that include at least a conference room and employee lunch area; and providing retail area for customers.
- (2) Grantee shall renovate the exterior of the existing building on the Property (which measures approximately 6,400 square feet) by at least cleaning; painting and tuck-pointing the brick walls; replacing broken windows; installing new down spouts and gutters; installing exterior lighting; and installing signs which comply with applicable City ordinances.
- (3) Grantee shall construct at least four metal lumber sheds, which measure approximately 5,000 to 12,000 square feet. These sheds shall not include sewage or electrical appurtenances. The sheds shall be constructed with weighted footers which rest on the asphalt which encapsulates that portion of the Property. The footers shall not penetrate any portion of the ground that is asphalt encapsulated under U.S. and Ohio EPA regulations unless U.S. or Ohio EPA approval is received.

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TRANSFER APPROVED

BY *Ron Young*

DATE 4/18/02.

008-30-014/015



- (4) Grantee shall landscape at least around the perimeter of the Roundhouse along West 3<sup>rd</sup> Street in accordance with a Plan approved by the City.
- (5) Grantee shall invest in new or reconditioned equipment or relocate such equipment to the project site for its operations on the Property to improve its ability to specialize in its field in an amount of at least \$100,000.

If Grantee defaults in or violates the obligation set forth in paragraphs (1) through (5) above, and fails to cure the default or violation within thirty (30) days after written notice of default by the City, then the City shall have the right at its option, to repurchase the Property and to terminate (and re-vest in the City) the estate conveyed by this Deed to Grantee for the amount of the purchase price paid by Grantee; provided, however, that the conditions subsequent created hereinabove and any re-vesting of title as a result thereof shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgagee financing the construction of Improvements to the Property. Grantee agrees that all Improvements shall attach immediately and become a part of the Property, and that if City exercises its right of re-entry all right, title and interest in and to the Improvements shall immediately vest in the City and Grantee shall be reimbursed for the Certified Improvement Costs pursuant to Section 5.B of the Purchase Agreement less any city, state or federal grant funds that Grantee received for the Improvements.

Further, this conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition subsequent that Grantee shall perform, within or for a period of sixty (60) months after execution of this Deed by the Mayor, the following obligations:

- (1) Grantee shall maintain the Property in compliance with the Institutional Controls described in Exhibit "D," which is attached hereto and made a part hereof as if fully rewritten herein..
- (2) Grantee shall enter into an agreement with the parties named in a United States Environmental Protection Agency (U.S. EPA Region V) administrative action entitled "Master Metals, Inc." which describes the obligations of Grantee with regard to use of the property.
- (3) Grantee shall grant necessary access to the Property to further all environmental remedial work on the Property which is attributable to the former operation of the Master Metals facility, or to further the agreement with the U.S. EPA.

If Grantee defaults in or violates the obligation set forth in paragraphs (1) through (3) above, and fails to cure the default or violation within thirty (30) days after written notice of default by the City, then the City shall have the right at its option, to repurchase the Property and to terminate (and re-vest in the City) the estate conveyed by this Deed to

Grantee for the amount of the Appraised Value of the Property, including all real property Certified Improvement costs and less any city, state, or federal grant funds that Grantee received for the Improvements, according to the procedures set forth in Exhibit "E," attached hereto and incorporated herein; provided, however, that the conditions subsequent created hereinabove and any reversioning of title as a result thereof shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgagee financing the construction of Improvements to the Property. Grantee agrees that all Improvements shall attach immediately and become a part of the Property, and that if the City exercises its right of re-entry all right, title and interest in and to the Improvements shall immediately vest in the City.

Further, this conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition subsequent that Grantee shall cooperate with the City and Midwest Railway Association in efforts to preserve and restore the Grantee's portion of the Roundhouse consistent with the operational plans of Grantee for a period of six (6) months after execution of the Deed by the Mayor. To date, those plans are restrained by an U.S. EPA order that limits the development of office and millworks space the footprint of the existing Roundhouse. Cooperation shall include, but not be limited to, good faith efforts to negotiate a long-term lease with Midwest Railway Association in the event that the Roundhouse collapses or is damaged beyond reasonable repair.

Further, this conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition subsequent that Grantee shall not use, or permit use of, the Property or any structure erected or to be erected thereon, for billboards or other outdoor advertising devices other than permitted identification signs.

Grantee and the City agree that the obligations of Grantee set forth herein shall also constitute covenants running with the land of the Property both as to burdens and benefits. The City's failure to exercise the right of re-entry reserved herein shall not be construed to waive any and all rights the City may have to enforce the Grantee's obligations through any and all rights and remedies which the City or its successors and assigns may have at law or in equity for the enforcement of covenants. No waiver by the City at anytime of any of Grantee's obligations shall be deemed or taken as a waiver at any time thereafter of the same or any other obligation or of the strict and prompt performance thereof. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

The Property is conveyed to Grantee "as is."

The City specifically reserves, and this conveyance is made expressly subject to, any easements of record in favor of the City and in addition thereto such easements as are necessary for public utilities (including without limitation, sanitary and storm sewers, electric, telephone and other transmission lines, cables, gas and water lines) presently located on the Property.



IN WITNESS WHEREOF, the City, by its Mayor on April 9, 2002, and its Commissioner of Purchases and Supplies on April 5, 2002, has caused this instrument to be executed, and Grantee has executed this instrument through its duly authorized official(s) on March 28, 2002.

Signed and acknowledged  
In the presence of:

CITY OF CLEVELAND

Jerrile Zarlone  
JERRILE ZARLONE  
(Print name)

By: Jane L. Campbell  
JANE L. CAMPBELL  
MAYOR

Sunana Batra  
Sunana Batra  
(Print name)

Deborah Mudgett  
DEBORAH MUGGETT  
(Print name)

By: Myrna Branche  
MYRNA BRANCHE  
COMMISSIONER OF  
PURCHASES AND SUPPLIES

Wanda Good  
Wanda Good  
(Print name)

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Tanya Jones  
Tanya Jones  
(Print name)

GRANTEE: BREDT-ZANICK, LLC  
By: Charles Bredt  
CHARLES BREDT

Kevin S. Shatz  
Kevin S. Shatz  
(Print name)

By: Virgil Zanick  
VIRGIL ZANICK

Title: MANAGING MEMBERS

Frank Russo  
FRANK RUSSO  
CUYAHOGA COUNTY AUDITOR

PARCEL NO. 008-30-014 5015  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.  
PAID

APR 18 2002

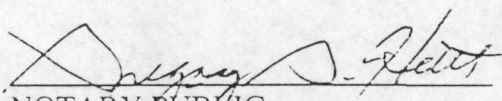
102670

4 Conveyance Fee 0 Receipt No. 102670  
TYPE 1 ARMS LENGTH YES ( ) NO (X)  
FRANK RUSSO, Cuyahoga County Auditor By Frank Russo Deputy

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

Before me a Notary Public in and for said County and State, personally appeared the CITY OF CLEVELAND by Jane L. Campbell, Mayor, who acknowledged that she did sign the foregoing Quitclaim Deed, and that said signing was her free act and deed as said officer and the free act and deed of the City of Cleveland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 4<sup>th</sup> day of April, 2002.

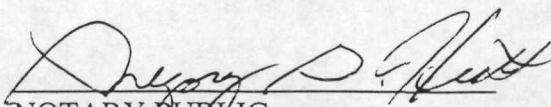
  
NOTARY PUBLIC  
My Commission Expires:                       
My Commission Expires:                       
Section 147, R.C. 1501.01

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

CUYAHOGA COUNTY RECORDER  
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Before me a Notary Public in and for said County and State, personally appeared the CITY OF CLEVELAND by Myrna Branche, Commissioner of Purchases and Supplies, who acknowledged that she did sign the foregoing Quitclaim Deed, and that said signing was her free act and deed as said officer and the free act and deed of the City of Cleveland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 5<sup>th</sup> day of April, 2002.

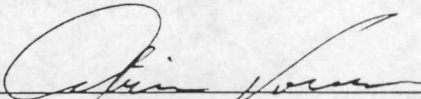
  
NOTARY PUBLIC  
My Commission Expires:



STATE OF OHIO )  
 ) SS: BREDT-ZANICK, LLC  
COUNTY OF CUYAHOGA )

Before me a Notary Public in and for said County and State, personally appeared the above-named Grantee, by Charles Bredt and Virgil Zanick, who acknowledged that they are the Managing Members of Grantee and they did sign the foregoing instrument, and that the same is their free act and deed and the free act and deed of Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 28 day of March, 2002.

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
Alicia Torres  
Commission Expires  
June 6, 2005

This instrument was prepared by:

WARREN A. GIBSON  
Assistant Director of Law  
City of Cleveland  
Room 106 - City Hall  
601 Lakeside Avenue  
Cleveland, Ohio 44114

CUYAHOGA COUNTY RECORDER  
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pursuant to the authority of Ordinance No. 376-2000, passed April 3, 2000.

Section 2. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed March 30, 2001.  
Effective April 2, 2001.

**Ord. No. 445-01.**

By Councilmen Cimperman, Melena and Patmon (by departmental request).

An emergency ordinance authorizing the Director of Economic Development to apply for and accept 412 Business Development Fund Grant assistance from the Ohio Department of Development in order to provide economic development assistance to partially finance site improvements at 2850 West 3rd Street; authorizing said Director to enter into a grant agreement with Bredt-Zanick, LLC dba Northern Ohio Lumber & Timber Company to partially finance site improvements at said property; and authorizing the sale of real property as part of the Land Reutilization Program, located at 2850 West 3rd Street, to Bredt-Zanick, LLC dba Northern Ohio Lumber & Timber Company.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Economic Development is hereby authorized to apply for and accept economic development assistance in the amount of Twenty-Five Thousand Dollars (\$25,000.00), from the Ohio Department of Development ("ODOD") 412 Business Development Fund, for the purposes set forth in the application and according thereto.

Section 2. That the Director of Economic Development is hereby authorized to file all papers and execute all documents necessary to apply for and accept the 412 Business Development Fund and that said funds are hereby appropriated for the purposes of providing economic assistance to partially finance site improvements at 2850 West 3rd Street, as more specifically set forth in the application for said 412 Business Development Fund.

Section 3. That the application for said 412 Business Development Fund, File No. 445-01-A, made a part hereof as if fully rewritten herein, is hereby approved in all respects.

Section 4. That the Director of Economic Development is hereby authorized to enter into a grant agreement with Bredt-Zanick, LLC dba Northern Ohio Lumber & Timber Company to provide a grant to partially finance site improvements at 2850 West 3rd Street, Cleveland, Ohio, 44113.

Section 5. That the terms of said grant agreement shall be in accordance with the terms as set forth in the Executive Summary contained in the above mentioned file.

Section 6. That the costs of said grant shall not exceed an amount of Fifty Thousand Dollars (\$50,000), payable from Fund No. 17 SF 652 and from the fund or funds to which are credited the proceeds of the grant accepted pursuant to this ordinance, Request No. 26649.

Section 7. That the Director of Law is hereby authorized to prepare said grant agreement, and such other documents as may be appropriate to complete the transaction.

Section 8. That pursuant to Section 183.021 of the Codified Ordinances of Cleveland, Ohio, 1976, the Commissioner of Purchases and Supplies is hereby authorized to sell Permanent Parcel Nos. 008-30-014 and 008-30-015 as more fully described below, to Bredt-Zanick, LLC dba Northern Ohio Lumber & Timber Company.

Section 9. That the real property to be sold pursuant to this ordinance is more fully described as follows:

Permanent Parcel No. 008-30-014  
Situating in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original Brooklyn Township Lot No. 86, bounded and described as follows:

Beginning on the Westerly line of West 3rd Street as shown by the dedication plat recorded in Volume 198, Page 1 of Cuyahoga County Records, at the Northwestern corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 10614, Page 325 of Cuyahoga County Records;

Thence South 0° 17' 30" East along the Westerly line of West 3rd Street, 509.16 feet to the Southeast corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 4298, Page 414 of Cuyahoga County Records;

Thence Southerly along the Westerly line of West 3rd Street along an arc of a circle having a radius of 438.00 feet and a chord which bears South 2° 59' 10" West 50.09 feet, 50.11 feet to the Southeast corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 8861, Page 572 of Cuyahoga County Records;

Thence South 89° 26' 30" West along the Southerly line of land so conveyed to Master Metals, Inc., 227.14 feet to the Southwesterly corner thereof;

Thence North 0° 17' 30" West along the Westerly line of land so conveyed to Master Metals, Inc., 50.00 feet to the Northerly line of Parcel No. 4 conveyed to the City of Cleveland by deed recorded in Volume 3572, Page 422 of Cuyahoga County Records, said Northerly line also being the Southerly line of land conveyed to Master Metals, Inc., by deed recorded in Volume 4298, Page 414 of Cuyahoga County Records;

Thence South 89° 26' 30" West along the Northerly line of said Parcel No. 4 and along the Southerly line of land so conveyed to Master Metals, Inc., by deed recorded in Volume 8609, Page 388 of Cuyahoga County Records, 239.47 feet to the Southwesterly corner thereof;

Thence North 31° 58' 30" East along the Westerly line of land conveyed to Master Metals, Inc., by deed recorded in Volume 8609, Page 388 of Cuyahoga County Records, 278.03 feet to the most Southerly corner of land conveyed to NL Industries, Inc., by deed recorded in Volume 12947, Page 677 of Cuyahoga County Records;

Thence North 24° 29' 10" East along the Westerly line of land so conveyed to NL Industries, 240.29 feet to the most Northerly corner thereof, said corner also being the most Westerly corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 10614, Page 325 of Cuyahoga County Records;

Thence Northeasterly along an arc of a circle having a radius of 60.38 feet and a chord which bears North 51° 43' 84" East 89.79 feet, 101.24 feet to the Northwesterly corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 10614, Page 325 of Cuyahoga County Records;

Thence North 86° 64' 52" East along a Northerly line of land so conveyed to Master Metals, Inc., 40.08 feet to a point on the Westerly end of a brick wall of the engine house;

Thence North 89° 33' 43" East passing lengthwise through said engine house wall and beyond 109.56 feet to a point on the Westerly line of West 3rd Street at the place of beginning, according to a survey dated September, 1979, made by National Survey Service, Inc., Carl L. Craddock, Registered Surveyor No. 5762. Also subject to zoning ordinances, if any.

Permanent Parcel No. 008-30-015  
Situating in the City of Cleveland, County of Cuyahoga and State of Ohio and being more particularly described as follows:

Beginning at a point on the Westerly line of West 3rd Street (50 feet in width) at the Northeasterly corner of land conveyed to Master Metals, Inc., by deed dated March 13, 1956, and recorded in Volume 10614, Page 325 of Cuyahoga County Records;

Thence South 89° 33' 43" West along a Northerly line of land so conveyed 109.56 feet to an angle point therein;

Thence South 86° 04' 52" West along a Northerly line of land so conveyed 40.08 feet to a Northwest corner thereof;

Thence along the arc of a curve deflecting to the left and being 20 feet Easterly by radial measurement from the outside edge of the engine house turntable pit 51.34 feet to a point, said curved line having a radius of 60.38 feet and a chord which bears North 20° 39' 44" West, 49.80 feet;

Thence North 45° 18' 46" East along the centerline of engine house tract No. 5, 122.53 feet to an angle point;

Thence North 45° 06' 48" East passing through the Northeasterly brick wall of the engine house 23.01 feet to an angle point;

Thence North 89° 37' 03" East 62.97 feet to its intersection with the Westerly line of aforementioned West 3rd Street;

Thence South 0° 17' 30" East along the Westerly line of West 3rd Street 145.85 feet to the place of beginning, be the same more or less, but subject to all legal highways. Also subject to zoning ordinances, if any.

Section 10. That the consideration for the subject parcel shall be established by the Board of Control and shall be not less than Fair Market Value taking into account such terms and conditions, restrictions and covenants as are deemed necessary or appropriate.

Section 11. That the conveyance authorized hereby shall be made by



official deed prepared by the Director of Law and executed by the Mayor on behalf of the City of Cleveland. The deed shall contain such provisions as may be necessary to protect and benefit the public interest including such restrictive covenants and reversionary interests as may be specified by the Board of Control, the Director of Economic Development or the Director of Law.

Section 12. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed March 30, 2001.  
Effective April 2, 2001.

Ord. No. 446-01.

By Councilmen Cimperman, Melena and Patmon (by departmental request).

An emergency ordinance authorizing the Director of Economic Development to enter into a contract with PCD Properties, LLC to provide economic development assistance to partially finance the acquisition and renovation of real property located at 4608 St. Clair Avenue, Cleveland, Ohio.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Economic Development is hereby authorized to enter into a contract with PCD Properties, LLC to provide economic development assistance to partially finance the acquisition and renovation of real property located at 4608 St. Clair Avenue, Cleveland, Ohio.

Section 2. That the term of said loan shall be in accordance with the terms as set forth in the Executive Summary contained in File No. 446-01-A.

Section 3. That the costs of said contract shall not exceed Four Hundred Thousand Dollars (\$400,000.00), and shall be paid from Fund Nos. 12 SF 954 and 17 SF 008, Request No. 26647, which funds are appropriated for this purpose.

Section 4. That the Director of Economic Development is hereby authorized to accept the collateral as set forth in the Executive Summary contained in the file referenced above in order to secure repayment of said loan. Any security instrument shall be prepared and approved by the Director of Law.

Section 5. That the Director of Economic Development is hereby authorized to accept monies in repayment of the loan and to deposit said monies in Fund Nos. 12 SF 958 and 17 SF 006.

Section 6. That the Director of Economic Development is hereby authorized to charge and accept fees in an amount not to exceed the maximum allowable fees under federal regulations and expend such fees to cover costs incurred in the preparation of the loan application, closing and servicing of the loan. Such fees shall be deposited to and expended from Fund No. 17 SF 305, Loan Fees Fund.

Section 7. That the Director of Law is hereby authorized to prepare said contract and such other documents as may be appropriate to complete the transaction.

Section 8. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed March 30, 2001.  
Effective April 2, 2001.

Ord. No. 447-01.

By Councilmen Cimperman, Melena and Patmon (by departmental request).

An emergency ordinance authorizing the Director of Economic Development to enter into an Enterprise Zone Agreement with PCD Properties, LLC to provide for a ten year tax abatement for certain real property improvements as an incentive to acquire and renovate the real property located at 4608 St. Clair Avenue, Cleveland, Ohio 44103, in the Cleveland Area Enterprise Zone.

Whereas, pursuant to Ordinance No. 948-95, passed June 19, 1995, this Council designated an area which is in the City of Cleveland and described in File No. 948-95-A, as the Cleveland Area Enterprise Zone (the "Zone") pursuant to Chapter 5709 of the Ohio Revised Code; and

Whereas, in August, 1995, the Director of Development of the State of Ohio determined that the Zone contains the characteristics set forth in Section 5709.61(A) of the Revised Code and certified said area as an "Urban Jobs and Enterprise Zone" pursuant to Chapter 5709 of the Revised Code; and

Whereas, PCD Properties, LLC (the "Enterprise") has proposed to acquire and renovate the real property located at 4608 St. Clair Avenue, Cleveland, Ohio 44103; and

Whereas, the Enterprise has certified to the City that, but for abatement of real property improvements the Enterprise would be at a competitive disadvantage by operating at this location; and

Whereas, this ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, safety, property, and welfare and for the further reason that its enactment is a necessary prerequisite to providing immediate assistance to create and preserve job opportunities and advance and promote commercial and economic development in the City of Cleveland, such assistance being immediately necessary or such jobs will be lost; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That this Council hereby approves the application of the Enterprise for enterprise zone incentives on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Cleveland Area Enterprise Zone and to improve the economic climate of the City of Cleveland.

Section 2. That the Director of Economic Development is authorized to enter into an Enterprise Zone Agreement with the Enterprise

to provide for a ten year abatement for certain real property improvements as an incentive to acquire and renovate the real property located at 4608 St. Clair Avenue, Cleveland, Ohio 44103; said abatement shall be subject to annual review of the Tax Incentive Review Council.

Section 3. That the terms of said tax abatement shall be in accordance with the terms as set forth in the Executive Summary contained in File No. 447-01-A. The terms of said file notwithstanding, the terms of the tax abatement shall not be amended, nor shall the tax abatement be assignable or transferrable to any entity, without the prior legislative authorization by Cleveland City Council.

Section 4. That the Director of Economic Development is hereby authorized to charge and accept fees in an amount not to exceed the maximum allowable under Chapter 5709 of the Revised Code and such funds are hereby appropriated for the purposes set forth in Chapter 5709 of the Revised Code. Such fees shall be deposited to and expended from Fund No. 17 SF 305, Loan Fees Fund.

Section 5. That the Director of Law shall prepare and approve said agreement and that said agreement shall contain such terms and provisions as he deems necessary to protect the City's interest.

Section 6. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed March 30, 2001.  
Effective April 2, 2001.

Ord. No. 448-01.

By Councilmen Cintron, Melena and Patmon (by departmental request).

An emergency ordinance authorizing the Director of Economic Development to enter into a contract with TEG Properties, Inc. to provide economic development assistance to partially finance the acquisition and renovation of a building at 1848 West 25th Street, Cleveland, Ohio.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Economic Development is hereby authorized to enter into a contract with TEG Properties, Inc. to provide economic development assistance to partially finance the acquisition and renovation of a building at 1848 West 25th Street, Cleveland, Ohio.

Section 2. That the term of said loan shall be in accordance with the terms as set forth in the Executive Summary contained in File No. 448-01-A.

Section 3. That the costs of said contract shall not exceed Two Hundred Thirty Two Thousand Dollars (\$232,000.00), and shall be paid from Fund No. 17 SF 008, Request No. 1067, which funds are appropriated for this purpose.

Section 4. That the Director of Economic Development is hereby authorized to accept the collateral

Concession

RESOLUTION No. **0281-01**

By **Director Warren**

BOARD OF CONTROL

Received *4/23/01*

Approved *4/25/01*

Adopted *4/25/01*

*[Signature]*  
Secretary

WHEREAS, pursuant to the authority of Ordinance No. 445-01, passed April 2, 2001, the Commissioner of Purchases and Supplies is authorized, by and at the direction of the Board of Control, to sell certain City owned property, no longer needed for public use, described therein and also known as being 2850 W 3<sup>rd</sup> Street, (PPN # 08-30-014 and 08-30-015), to Bredt-Zanick, LLC d.b.a. Northern Ohio Lumber & Timber; and

WHEREAS, said Ordinance No. 445-01 provided that the consideration to be paid for the property shall be at a price not less than fair market value as determined by the Board of Control; now, therefore,

BE IT RESOLVED BY THE BOARD OF CONTROL OF THE CITY OF CLEVELAND, that pursuant to Ordinance No. 445-01, passed April 2, 2001 by the Council of the City of Cleveland, the Commissioner of Purchases and Supplies is hereby directed to sell certain City-owned property, no longer needed for public use, described therein to Bredt-Zanick, LLC d.b.a. Northern Ohio Lumber & Timber. The consideration to be paid for said land is One Dollar ( \$1.00 ), which amount is determined to be not less than the fair market value when taking into account all restrictions and encumbrances placed by the City in the deed of Conveyance. The quit claim deed from the City to Bredt-Zanick, LLC shall contain such terms and conditions as the Director of Economic Development and the Director of Law deem appropriate and necessary to protect the interest of the City of Cleveland; including, without limitation, a restriction that the property may only be used for a lawful purpose of Bredt-Zanick, LLC d.b.a. Northern Ohio Lumber & Timber.

BE IT FURTHER RESOLVED BY THE BOARD OF CONTROL OF THE CITY OF CLEVELAND that the Mayor, the Director of Economic Development, and the Commissioner of Purchases and Supplies are hereby requested to execute and deliver the official deed of the City of Cleveland conveying said property.



Concession

BOARD OF CONTROL

Received .....

Approved .....

Adopted .....

RESOLUTION No.

By **Director Warren**

\_\_\_\_\_  
Secretary

WHEREAS, that Resolution No. 0281-01, adopted by this Board of Control, April 25, 2001, authorized the Commissioner of Purchases and Supplies to sell certain City-owned property, no longer needed for public use, and located at 2850 W 3<sup>rd</sup> Street to Bredt-Zanick, LLC (d.b.a. Northern Ohio Lumber & Timber).

WHEREAS, said Resolution No. 0281-01, incorrectly stated the passage date at Ordinance No. 445-01 as April 2, 2001; now, therefore,

BE IT RESOLVED BY THE BOARD OF CONTROL OF THE CITY OF CLEVELAND that Resolution No. 0281-01, adopted by this Board of Control April 25, 2001, is hereby amended by changing the passage date of Ordinance No.445-01 to March 30, 2001.

BE IT FURTHER RESOLVED that all other terms of Resolution No.0281-01 not expressly amended hereby shall remain unchanged and in full force and effect.

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EXHIBIT C



# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE A - ITEM 3

### LEGAL DESCRIPTION (Continued)

Commitment Number: 21511066 CCE

circle having a radius of 438.00 feet and a chord which bears South 2 deg. 59' 10" West 50.09 feet, 50.11 feet to the Southeasterly corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 8961, Page 572 of Cuyahoga County Records;

thence South 89 deg. 26' 30" West along the Southerly line of land so conveyed to Master Metals, Inc., 227.14 feet to the Southwesterly corner thereof;

thence North 0 deg. 17' 30" West along the Westerly line of land so conveyed to Master Metals, Inc., 50.00 feet to the Northerly line of Parcel No. <sup>3</sup>/<sub>4</sub> conveyed to the City of Cleveland by deed recorded in Volume 3572, Page 422 of Cuyahoga County Records, said Northerly line also being the Southerly line of land conveyed to Master Metals, Inc., by deed recorded in Volume 4298, Page 414 of Cuyahoga County Records;

thence South 89 deg. 26' <sup>30</sup>/<sub>00</sub>" West along the Northerly line of said Parcel No. <sup>3</sup>/<sub>4</sub> and along the Southerly line of land so conveyed to Master Metals, Inc., by deed recorded in Volume 8609, Page 388 of Cuyahoga County Records, 239.47 feet to the Southwesterly corner thereof,

thence North 31 deg. 58' 30" East along the Westerly line of land conveyed to Master Metals, Inc., by deed recorded in Volume 8609, Page 388 of Cuyahoga County Records, 278.03 feet to the most Southerly corner of land conveyed to NL Industries, Inc., by deed recorded in Volume 12947, Page 677 of Cuyahoga County Records;

thence North 24 deg. 29' 10" East along the Westerly line of land so conveyed to NL Industries, 240.29 feet to the most Northerly corner thereof, said corner also being the most Westerly corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 10614, Page 325 of Cuyahoga County Records;

thence Northeasterly along an arc of a circle having a radius of 60.38 feet and a chord which bears North 51 deg. 43' 34" East 89.79 feet, 101.24 feet to the Northwesterly corner of land conveyed to Master Metals, Inc., by deed recorded in Volume 10614, Page 325 of Cuyahoga County Records;

thence North 86 deg. 04' 52" East along a Northerly line of land so conveyed to Master Metals, Inc., 40.08 feet to a point on the Westerly end of a brick wall of the engine house;

thence North 89 deg. 33' 43" East passing lengthwise through said engine house wall and beyond 109.56 feet to a point on the Westerly line of a West 3rd Street on the place of beginning, according to a survey dated September, 1979, made by National Survey Service, Inc., Carl L. Craddock, Registered Surveyor No. 5762.

Parcel No. 2- PPN: 008-30-15 *OK BE 3/20/02*

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Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original Brooklyn Township Lot No. 86 and being more particularly described as follows:

# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE A - ITEM 3

### LEGAL DESCRIPTION (Continued)

Commitment Number: 21511066 CCE

Beginning at a point on the Westerly line of West 3rd Street (50 feet in width) at the Northeasterly corner of land conveyed to Master Metals Inc. by deed dated March 13, 1956, and recorded in Volume 10614, Page 325 of Cuyahoga County Records;

thence South 89 deg. 33' 43" West along a Northerly line of land so conveyed 109.56 feet to an angle point therein;

thence South 86 deg. 04' 52" West along a Northerly line of land so conveyed 40.08 feet to a Northwesterly corner thereof,


thence along the arc of a curve deflecting to the left and being 20 feet Easterly by radial measurement from the outside edge of the engine house turntable pit 51.34 feet to a point, said curved line having a radius of 60.38 feet and a chord which bears North 20 deg 39' 44" West, 49.80 feet; thence North 45 deg. 18' 46" East along the centerline of engine house tract No. 5, 122.53 feet to an angle point;

thence North 45 deg. 06' 43" East passing through the Northeasterly brick wall of the engine house 23.01 feet to an angle point; thence North 89 deg. 37' 03" East 62.91<sup>91</sup> feet to its intersection with the Westerly line of aforementioned West 3rd Street;

thence South 0 deg. 17' 30" East along the Westerly line of West 3rd Street 145.85 feet to the place of beginning, be the same more or less, but subject to all legal highways.

008-30-015

ROBERT KLAIBER P.E., P.S.  
Legal Description complies with  
Cuyahoga County Conveyance  
Standards and is approved for  
transfer:

  
Agent

APR 18 2002

Date

CUYAHOGA COUNTY RECORDER

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## EXHIBIT D

1. Well Construction: No person may construct or reconstruct a well on the Property without:
  - a. notifying U.S. EPA and Ohio EPA;
  - b. determining what specific prohibitions or requirements are applicable to the well
  - c. obtaining approval from all relevant authorities prior to the construction or reconstruction; and
  - d. complying with all requirements applicable to the well.
2. Drilling: No person may drill or puncture the asphalt cover on the Property without:
  - a. notifying U.S. EPA and Ohio EPA;
  - b. determining what specific prohibitions or requirements are applicable to the asphalt cover;
  - c. obtaining approval from all relevant authorities prior to the drilling or puncturing; and
  - d. complying with all requirements applicable to the protectiveness of the asphalt cover.
3. Restricted Activities: No person may undertake the following activities without written permission from U.S. EPA:
  - a. excavating or grading of the land surface;
  - b. filling in the capped area;
  - c. constructing or installing a building or other structures with a foundation that would sit on or be placed within the cap or cover; or
  - d. using groundwater for drinking purposes.
4. Deed Restriction: Buyer shall comply with all deed restrictions placed upon the property, including but not limited to those restrictions ordered by the United States Environmental Protection Agency in furtherance of remedial activities conducted on the property and future land/water use restrictions.

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## APPRAISAL PROCEDURE

In the event Developer (aka Buyer) and the City are required to determine the Appraised Value of a Parcel (or the New Land or an Interest, as the case may be), the following terms, conditions, and procedures shall be followed:

1. During the thirty (30) day period after the date the requirement for implementing the Appraisal Procedure has occurred (the "Occurrence Date"), the City and Developer shall negotiate to attempt to agree on one appraiser. In the event the City and Developer cannot agree within such time period on one appraiser to conduct the appraisal contemplated by this exhibit, the City and Developer shall each select one appraiser by written notice to the other within the sixty (60) day period after the Occurrence Date, each of whom shall have one (or more) of the following qualifications:

- (i) an MAI member of the American Institute of Real Estate Appraisers (or its successor organization or, if it no longer exists, an organization with similar requirements for membership, existing at such time)
- (ii) an SREA or SRPA member of the Society of Real Estate Appraisers (or its successor organization or, if it no longer exists, an organization with similar requirements for membership, existing at such time); and

shall have had at least three (3) years experience within the previous ten (10) years as a real estate appraiser working in the northeastern Ohio area (a person meeting such qualifications is hereinafter referred to as a "Qualified Appraiser") and the two appraisers shall then choose a third appraiser (the "Third Appraiser"). In the event either City or Developer shall fail to so select an appraiser within the time period provided, the appraiser selected by the other party shall be deemed to be agreed on by both parties pursuant to the first sentence of this section. The Third Appraiser shall be selected by the two (2) appraisers obtaining a list of Qualified Appraisers from the organizations listed above (or such successor organizations, or, if it no longer exists, an organization with similar requirements for membership, existing at such time) and shall select the Third Appraiser by each striking in turn as appraiser's name off the list and continuing to do so until the name of only one appraiser remains, which appraiser shall be the "Third Appraiser."

2. The three appraisers thus chosen (or the one appraiser agreed on or deemed agreed on as provided above) shall each conduct an appraisal of the Parcel (or the New Land or an Interest, as the case may be) and shall independently determine the fair market value of the Parcel as of the Occurrence Date. The appraiser(s) shall be instructed to complete their appraisal(s) within ninety (90) days from the date of their designation as appraisers pursuant to this procedure. Such appraisal shall assume that the Parcel (or Interest) has no improvements on it and no Ground Lease; provided, however,



that in the event there is an appraisal of New Land for determining its Grid Lot Rate pursuant to Section 6.1(d) or its fair market value pursuant to Section 6.1(c), such appraisal shall take into account any improvements then existing thereon. Such appraisal shall otherwise take into account the potential uses if the Parcel has no improvements or actual uses if the Parcel has improvements, location, condition, size, roads, drainage, landscaping, utilities, amenities, and taxes and assessments affecting or concerning such Parcel, (or the New Land or Interest, as the case may be), and shall deduct from the value as so determined the reasonable and customary closing costs payable in Cuyahoga County as of the Occurrence Date for the conveyance of real property in fee simple, which are customarily paid by the Seller. The three appraisers (or the one appraiser agreed on or deemed agreed on as provided above) shall then submit their written appraisals to both City and Developer. In the event the difference between the highest and lowest appraisal is less than ten percent (10%) of the middle appraisal, the average of the three appraisals shall be the Appraised Value. In the event the difference between the highest and lowest appraisal is more than ten percent (10%) of the middle appraisal, then the appraisal by the Third Appraiser shall be the Appraised Value. In the event one appraiser has been agreed on or deemed agreed on as provided above, the appraisal made by such sole appraiser shall be the Appraised Value.

3. The City shall pay the costs and expenses of the appraiser appointed by the City, Developer shall pay the costs and expenses of the appraiser appointed by Developer, and the City and Developer shall each pay one-half (1/2) the costs and expenses of the Third Appraiser.

82S24/03406A